

AGREEMENT FOR SUPPLY OF HT ENERGY

This agreement made on the day of, 200 between the Development Commissioner, Cochin Special Economic Zone, Kakkanad for and on behalf of Cochin Special Economic Zone (hereinafter referred to as the 'Licensee', which expression shall, when the context so admits or implies, be deemed to include its nominees, successors or assignee as well) of the one part, andfor and on behalf of, hereinafter referred to as the 'Consumer' of the other part, whereby it is agreed to as follows:-

1. (a) The Licensee shall furnish to the Consumer and the Consumer shall take from the Licensee all the energy required for operating plant & machinery, lighting and air-conditioning for the Consumer's premises upto a total load of kVA (*in words*.....kVA), hereinafter referred to as Contract Demand. The supply to the Consumer shall be in the form of 3 Phase alternating current at a frequency of approximately 50 Hz. Power upto a maximum of kVA (*in words*.....kVA) will be supplied at a voltage (Pressure) of approximately 11000 volts.
(b) The frequency and pressure of electrical energy at the point of delivery of power to the Consumer shall be subject to the fluctuations that are ordinary, normal and incidental to the generation and transmission of electrical energy, but such fluctuations shall not, except owing to extraordinary reasons beyond the control of the Licensee be more than plus or minus three percent (3%) on the frequency and plus or minus twelve and a half percent (12.5%) on the pressure.
2. (a) The point of delivery of power at 11000 volts shall be at the Consumer's side of the AB switch/circuit breaker which shall be of 11000 volts. The metering CT/PT units shall be installed by the Consumer in the outdoor DP structure/indoor panel at the Consumer's premises.
(b) The Consumer shall provide to the Licensee free of charge all land or space required for the purpose of erecting the necessary control switch-gear and metering equipment and allow the Licensee's Engineer, authorised in this behalf or his authorised representative, access to such stations, at any time of the day or night.
(c) The Consumer shall at his own cost provide, install and maintain suitable 11kV circuit breakers complete with protective gear on the HT side of the Consumer's transformer or in his main feeders with setting of the protective relays lower than those of the HT breakers of the Licensee duly approved by the Licensee's Engineer.
Provided however that existing Consumers may continue with their present systems.
3. Existing consumers of KSEB shall pay one month's average power charges in advance for every month of the interim period till the pre-paid metering system is in operation.
4. The quantity of electrical power and energy supplied by the Licensee to the Consumer shall be ascertained by means of a pre-paid meter or meters to be provided and calibrated by the Licensee at the cost of the Consumer.
5. (a) Pre-paid meters shall be installed for supply of power to the Consumer. The Consumer shall buy credit for approximately one month's consumption in the beginning. The Consumer shall further buy credit on or before expiry of previous credit for a minimum period of one month. The Licensee shall install this credit in the pre-paid meter and issue a print out for the same. The billing demand charges for each month will be debited on the date of connection in the first instance, and subsequently on the first day of every month. According to the consumption of power, the credit will be decremented. On failure to establish the required credit, the supply shall be automatically cut off when the credit is completely exhausted. In the event of the supply being cut off automatically, the supply can be restored on establishing the necessary credit in the meter including arrears, if any. If the Consumer fails to replenish the credit as stated above, the Licensee shall not be liable for the loss, if any, sustained by the Consumer as a result of such disconnection. If the service connection stands disconnected for more than six months, the Licensee shall arrange dismantling the meter and connection on 15 days' notice. If after dismantling,

the Consumer wants resumption of supply of power, he will be treated as a new Consumer, and the charges applicable including arrears, if any, shall be payable.

(b) If at any time, it is found that the credit in the Consumer's pre-paid meter is exhausted on account of deduction of monthly fixed charges, the due amount shall be set off from the subsequent credit replenishment.

(c) Replenishment will be effected immediately in the case of cash or Bank draft payment. In the case of cheque payment, payment will be credited within 24 hours of realization.

(d) The Consumer also agrees that the Licensee will be free to alter the method of billing whenever it becomes essential.

6. (a) Whenever new meter or metering equipment is installed (as new connection or replacement) the meter shall be properly sealed on behalf of and in the presence of the authorized representative of the Licensee and the Consumer.
(b) The Consumer shall be responsible for safe custody of the metering equipment. If the metering equipment provided for supplying electricity to the Consumer is damaged or is found to have been tampered with, the Licensee may disconnect supply to the Consumer. In case the Licensee decides to resume supply, the cost of the metering equipment shall be borne by the Consumer.
7. The said meter or meters, shall at all reasonable times be open to the inspection of the Licensee's Engineers authorised in this behalf or his authorised representatives, and shall be properly sealed on behalf of both parties and shall not be interfered with by either party except in the presence of other party or his representatives duly authorised in that behalf.
8. If the Consumer shall at any time consider that any meter is not in proper order, or not correctly registering the quantity of energy, he may apply to the Licensee's Engineer authorised in this behalf for a special test remitting a fee of Rs 1,000/- (Rupees One thousand only). On receipt of the application and testing fee, the Licensee's Engineer authorised in this behalf or his authorised representative, in the presence of the Consumer or an agent duly authorized by him, shall test the meter, and if during such test the error in the meter is found to exceed the limits of accuracy laid down in the Indian Electricity Rules, 1956, as amended from time to time, the Consumer's bill shall be adjusted in accordance with the result of the test up to the previous three months from the date of test, unless there is satisfactory evidence to show that the meter was not registering correctly for a definite period in which case the bills shall be adjusted for such definite period not exceeding six months and the testing fee shall be returned to the Consumer. If however, during the test the error in the meter under dispute is found to be within the limits of accuracy laid down in the Indian Electricity Rules, 1956 as amended from time to time, the previous bills shall be confirmed and the testing fee shall not be refunded. Testing as stated above may be done at the instance of the Licensee also, in which case on testing the meter or meters are found to be defective, the Licensee shall be entitled to revise the invoice as stated above and it shall be binding on the Consumer.
9. In the event of any meter ceasing to register, the reading applicable during the month of such cessation, shall be based on the average consumption of the three normal previous months immediately preceding the detection of the cessation of the meter. If it cannot be reckoned thus, the average consumption for the succeeding three normal months shall be taken.
10. (a) This agreement shall be deemed to have come into force with effect from
- (b) The Consumer shall pay for electrical energy supplied to him by the Licensee under this agreement and ascertained as detailed in this Agreement, the amount calculated in accordance with the rates given in the schedule to this Agreement. Taxes and duties as notified by Government of Kerala from time to time shall also be payable by the Consumer. Nothing in this agreement shall affect the liability of the Consumer to discharge the dues to KSEB on account of supply of energy during the term prior to.....as per prior agreements, if any, and or as per rules, terms and conditions of supply prevalent from time to time from the date of service connection.
(c) The tariff applicable shall be as per tariff notifications in force from time to time for the category of service shown in the schedule. The tariff notifications issued by Kerala State Electricity Regulatory Commission from time to time shall form part of this agreement and this agreement shall stand modified to that extent.

- 11 For the purpose of this agreement the maximum kVA demand will be the average of the quantities of kVA delivered to the point of supply of the Consumer, recorded during any consecutive 30 minutes period of maximum use in the month registered by the 11 kV metering equipment installed at the point of supply. This is also defined as twice the largest number of kVAH supplied and taken during any consecutive thirty minutes in the month. The demand based on which the Consumer will be charged for a month (billing demand) shall be.
 - (a) Actual maximum demand established during the month round to the nearest higher integer in kVA, OR
 - (b) 75% of the contract demand, OR
 - (c) 50 kVA, whichever is higher
- 12 All sums found due to the Licensee from the Consumer, under or by virtue of these presents or by reason of the breach thereof or otherwise, are recoverable under the provisions of the Revenue Recovery Act for the time being in force as if they are arrears of public revenue due on land, or in such other manner as the Licensee may deem fit. The above provisions shall not prejudice any other legal remedy to which the Licensee may be entitled to for the recovery of such moneys.
- 13 The Licensee and the Consumer hereby agree that it shall be competent for either party to terminate this agreement by issue of 3 months' notice sent by registered post. Credit outstanding, if any, on the pre-paid meter to the Consumer's account on the date of disconnection shall be refunded.

Provided also that the Consumer may at any time with the previous consent of the Licensee transfer this agreement to any other person and upon subscription by such of these presents this agreement shall be binding on the transferee and shall take effect in all respects as if the transferee had originally been party hereto in the place of the Consumer. But the Consumer shall also be liable to the Licensee for all sums due from him till the date of such transfer and his liabilities till that date will not cease by virtue of the transfer.
- 14 The Consumer shall furnish to the Licensee full particulars accompanied by drawings showing the arrangement of all electrical plant and equipment installed by the Consumer as also full details of loads. The plant and equipment so installed shall be of suitable design and in regard to manufacture, construction and performance conform to the relevant Indian/IEC Standards specification or other equivalent standard specification applicable to such plant and equipment, and their operation shall not interfere with or detrimentally affect the service of the Licensee or the supply to any other Consumer.
- 15 The power factor of the plant and apparatus owned and operated by the Consumer at individual points of supply shall not ordinarily be less than 0.85. If it tends to drop below 0.85, it must be improved by the installation of static capacitors conforming to Indian Standard Specifications, failing which the supply shall be discontinued with 15 days' notice. The power factor shall be determined by the ratio of the kW and kVA demands taken monthly.
- 16 The completed installation should be got satisfactorily tested and inspected by the statutory authorities and the Engineer of the Licensee authorised in this behalf and certificates to that effect shall be produced before a power service is given.
- 17
 - (a) Should the Consumer desire an increase or decrease in the contract demand provided for or under this agreement at any time during the currency of this agreement, the Consumer shall give notice of six months or such other period as notified by SERC from time to time in writing to the Licensee specifying the increased/reduced quantity required and the Licensee shall upon execution of a fresh agreement.
 - (b) The Consumer shall not make any alteration on the machinery/equipment either by way of addition or substitution or transfer which is liable to increase the obligation of the Licensee to supply additional energy in excess of the agreed contract demand and/or which may affect the supply system of the Licensee to its detriment.
 - (c) Whenever sanctioned demand is exceeded by the Consumer, demand violation charges shall be levied as notified by the SERC from time to time.
 - (d) Where it is established to the satisfaction of the Licensee's Engineer, authorised in this behalf or his authorised representative, that a Consumer had dishonestly abstracted electrical energy, such Engineer shall estimate the value of electrical energy thus abstracted and the same shall be demanded and collected by a separate bill. Such amounts shall be deemed to be arrears of electricity charges when after

demand they are not paid. Neither failure to launch a prosecution, nor the acquittal of the Consumer in any criminal case launched against him on this account on a ground other than that the prosecution case is false, shall be a bar for claiming such amount. The Consumer, if aggrieved against an order of assessment made by the Licensee's Engineer/Officer, may appeal to the Development Commissioner, Cochin Special Economic Zone, within a week from the date of communication of the order, and abide by the order of the Development Commissioner within a week thereafter.

- 18 The Consumer also agrees that when the actual maximum demand of any month exceeds the contract demand as specified in the agreement entered into between the Consumer and the Licensee, the Licensee and Consumer having not signed any new agreement as envisaged in Clause 17(a) above, the Consumer shall also be liable to pay for excess demand drawn at 150% (one hundred and fifty percent) or at such other revised percentages as notified by the SERC from time to time of the demand charge.
- 19 (a) The supply of electrical power under this agreement shall be available continuously except in cases of lock out, strike of the employees of the Licensee, break down of machinery or plant, flood, drought or other force majeure conditions or any other cause over which the Licensee has no control, in any of which case the Licensee shall not be responsible for any discontinuance of or diminution in the supply, and not liable for any loss or damages to the Consumer, but shall restore the supply as soon as he reasonably can.
(b) The Licensee shall have the right to take periodical shut down as and when required for the purpose of routine maintenance after giving notice of at least 24 hours to the Consumer and in such an event no claim of any kind for rebate or refund of charges on this account etc. shall be entertainable by the Licensee.
(c) The Consumer shall be bound to pay the Licensee the billing demand charges specified in the schedule appended herewith irrespective of whether any energy has been consumed or not.
- 20 If at any time the Licensee is prevented from supplying the electrical energy to be supplied under this agreement either in whole or part for a continuous period of more than seven days or such other period as may be notified by the SERC from time to time, owing to any strike, riots, insurrection, command of a civil or military authority, fire, explosion, act of God or any other cause reasonably beyond control of the Licensee, then the billing demand charges payable by the Consumer for the month shall be reduced proportionately to the period of non-supply. The reduction shall be calculated based on the number of days of discontinuance of supply during that month.
- 21 In this agreement unless the context otherwise requires
 - (a) The word 'Act' wherever it occurs shall mean the Indian Electricity Act, 2003 as amended from time to time or such other enactments governing the supply and use of electrical energy as may be in force for the time being and
 - (b) The words 'Rule and/or Regulations' wherever they occur shall mean the rules and regulations for the time being in force made by the Government and/or by the Licensee.
- 22 The conditions of supply of electrical energy published by the SERC as amended from time to time shall be deemed to be part of this agreement and shall also be binding on the Consumer and the Licensee.
- 23 The liability and the assets of the Consumer under any prior agreement shall continue under this agreement also.
- 24 The schedule appended hereto shall form part of this agreement.
- 25 Power supply is liable to be restricted or cut off during power shortage period after giving notice.
- 26 Peak load restrictions or any other restrictions necessitated by local conditions or otherwise imposed should be strictly complied with.
- 27 Charges payable as minimum will have to be paid even if power is not availed of within two months from the date on which readiness of the Licensee to supply power to the Consumer is intimated.
- 28 Interest charges for belated payments under this Agreement will be levied by the Licensee at twice the bank rate based on actual number of days of delay from due date.

